

UNITED STATES DISTRICT COURT
for the
Southern District of Florida
Miami Division

Case No. 1:23-cv-22312-RNS

Cinthia Liz Pari Cahuana,)	
)	
Plaintiff,)	
v.)	
)	
Super Autos Doral LLC,)	
a Florida limited liability company,)	
et al.,)	
)	
Defendant.)	
_____)	

Defendant's Answers and Affirmative Defenses to Plaintiff's Complaint

Defendant Super Autos Doral LLC (hereinafter the "Defendant") responds to Plaintiff, Cinthia Liz Pari Cahuana's (hereinafter referred to as the "Plaintiff") Complaint (D.E. 1) as follows in numbered paragraphs corresponding to the numbered paragraphs of the Complaint. Defendant denies each and every allegation not expressly admitted below.

Answer

1. Defendant admits that the Court has jurisdiction over the instant action; however, Defendant states that Plaintiff is not entitled to the relief sought herein.
2. Defendant admits the allegations of this paragraph.
3. Defendant admits the allegations of this paragraph.
4. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

5. Defendant denies the allegations of this paragraph.

6. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

7. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

8. Defendant denies the allegations of this paragraph.

9. Defendant denies the allegations of this paragraph.

10. Defendant denies the allegations of this paragraph.

11. Defendant denies the allegations of this paragraph.

12. Defendant denies the allegations of this paragraph.

13. Defendant admits the allegations of this paragraph.

14. Defendant admits the allegations of this paragraph.

15. Defendant states that the agreement speaks for itself, therefore any characterizations thereof are denied.

16. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

17. Defendant denies the allegations of this paragraph.

18. Defendant denies the allegations of this paragraph.

19. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

20. Defendant denies the allegations of this paragraph.

21. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

22. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

23. Defendant denies the allegations of this paragraph.

24. Defendant denies the allegations of this paragraph.

25. Defendant denies the allegations of this paragraph.

26. Defendant denies the allegations of this paragraph.

27. Defendant denies the allegations of this paragraph.

28. Defendant states that the agreement speaks for itself, therefore any characterizations thereof are denied.

29. Defendant admits the allegations of this paragraph.

30. Defendant denies the allegations of this paragraph.

31. Defendant denies the allegations of this paragraph.

32. Defendant denies the allegations of this paragraph.

33. Defendant denies the allegations of this paragraph.

34. Defendant admits that the Court has jurisdiction over the instant action; however, Defendant states that Plaintiff is not entitled to the relief sought herein.

35. Defendant reasserts its responses to paragraphs 1 through 33 as if fully set forth herein.

36. Defendant denies the allegations of this paragraph.

37. Defendant admits the allegations of this paragraph.

38. Defendant admits the allegations of this paragraph.

39. Defendant denies the allegations of this paragraph.

40. Defendant denies the allegations of this paragraph.

41. Defendant denies the allegations of this paragraph.

42. Defendant denies the allegations of this paragraph.

43. Defendant denies the allegations of this paragraph.

44. Defendant denies the allegations of this paragraph.

45. Defendant denies the allegations of this paragraph.

46. Defendant denies the allegations of this paragraph.

47. Defendant denies the allegations of this paragraph.

48. Defendant lacks knowledge or information sufficient to form a reasonable belief as to the allegations of this paragraph and accordingly denies the allegations of this paragraph.

49. Defendant denies the allegations of this paragraph.

50. Defendant admits that the Court has jurisdiction over the instant action; however, Defendant states that Plaintiff is not entitled to the relief sought herein.

51. Defendant reasserts its responses to paragraphs 1 through 33 as if fully set forth herein.

52. Defendant denies the allegations of this paragraph.

53. Defendant denies the allegations of this paragraph.

54. Defendant denies the allegations of this paragraph.

55. Defendant denies the allegations of this paragraph.

56. Defendant denies the allegations of this paragraph.

57. Defendant denies the allegations of this paragraph.

58. Defendant denies the allegations of this paragraph.

59. Defendant admits that the Court has jurisdiction over the instant action; however, Defendant states that Plaintiff is not entitled to the relief sought herein.

60. Defendant reasserts its responses to paragraphs 1 through 33 as if fully set forth herein.

61. Defendant denies the allegations of this paragraph.

62. Defendant denies the allegations of this paragraph.

63. Defendant denies the allegations of this paragraph.

64. Defendant denies the allegations of this paragraph.

65. Defendant denies the allegations of this paragraph.

66. Defendant denies the allegations of this paragraph.

67. Defendant admits that the Court has jurisdiction over the instant action; however, Defendant states that Plaintiff is not entitled to the relief sought herein.

68. Defendant reasserts its responses to paragraphs 1 through 33 as if fully set forth herein.

- 69. Defendant denies the allegations of this paragraph.
- 70. Defendant denies the allegations of this paragraph.
- 71. Defendant denies the allegations of this paragraph.
- 72. Defendant denies the allegations of this paragraph.
- 73. Defendant denies the allegations of this paragraph.

Affirmative Defenses and Other Matters

First Affirmative Defense

The complaint fails to state a claim upon which relief may be granted, or upon which damages, or attorneys' fees or costs can be awarded. Specifically, the complaint should be dismissed to the extent it fails to state a claim upon which relief can be granted under relevant law.

Second Affirmative Defense

At all relevant times, Defendant acted in good faith and with reasonable belief that it did not violate any law with respect to Plaintiffs.

Third Affirmative Defense

Plaintiff cannot prevail under Counts II and III as the parties to this action executed the subject agreement. Therefore Plaintiff should only recover damages if any under the subject agreement.

Fourth Affirmative Defense

Plaintiff cannot prevail under Count IV as the parties to this action as the vehicle was sold as is and Defendant has no obligation to correct the alleged issues.

Demand for Jury trial

The Defendant demands trial by jury of all issues so triable.

Certificate of Service

I hereby certify that on June 3, 2021, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached service list in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

Respectfully submitted,

Garcia-Menocal Irias & Pastori, LLP
Attorneys for Defendants
368 Minorca Avenue
Coral Gables, Florida 33134
Telephone: (305) 400-9652
Fax: (305) 520-0195
E-mail: jgm@gmilaw.com

By: /s/ Jorge A. Garcia-Menocal
Jorge A. Garcia-Menocal, Esq.
Florida Bar No. 17990

Certificate of Service

I hereby certify that on August 24, 2023, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached service list in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

Respectfully submitted,

Garcia-Menocal Irias & Pastori, LLP
Attorneys for Defendant.
368 Minorca Avenue
Coral Gables, Florida 33134
Telephone: (305) 400-9652
Fax: (305) 520-0195
E-mail: jgm@gmilaw.com

By: /s/ Jorge A. Garcia-Menocal
Jorge A. Garcia-Menocal, Esq.
Florida Bar No. 17990

Service List

Joshua E. Feygin

Joshua Feygin, PLLC
1800 E. Hallandale Bch. Blvd.
#85293
Hallandale Beach, FL 33009
9542285674
Fax: 9542285674
Email: josh@jfeyginesq.com

James Randolph Liebler , II

Liebler, Gonzalez , Portuondo
2500 Courthouse Tower
44 West Flagler Street
Miami, FL 33130
3053790400
Fax: 3053799626
Email: jrlie@lgplaw.com

Ira Scott Silverstein

Liebler, Gonzalez & Portuondo
44 West Flagler Street
25th Floor
Miami, FL 33130
305-379-0400
Fax: 305-379-9626
Email: iss@lgplaw.com